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RECORDATION NO

FILED 1425

NOV 22 1989 -11 35 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO

16621

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INTERSTATE COMMERCE COMMISSION

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RECORDATION NO

16621

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NOV 22 1989 -11 35 AM
INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Recordations Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed are an original and one certified true copy of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, Equipment Lease Agreement dated as of November 1, 1989, is a primary document. The names and addresses of the parties to such document are as follows.

First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

Burlington Northern Railroad Company
777 Main Street
Fort Worth, Texas 76102

The second document, Lease Supplement No. 1, dated as of November 22, 1989, is a secondary document. The names and addresses of the parties to such document are as follows:

First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

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November 22, 1989
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Burlington Northern Railroad Company
777 Main Street
Fort Worth, Texas 76102

The third document, Security Agreement and Trust Indenture, dated as of November 1, 1989, is a primary document. The names and addresses of the parties to such document are as follows: -E

First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21203

The fourth document, Security Agreement and Trust Indenture Supplement No. 1, dated as of November 22, 1989, is a secondary document. The names and addresss of the parties to such document are as follows: -C

First Security Bank of Utah, National Association
79 South Main Street
Salt Lake City, Utah 84111

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, Maryland 21203

A description of the equipment covered by each of these documents is set forth in Appendix A attached hereto.

A short summary of the documents to appear in the index follows:

Equipment Lease Agreement, dated as of November 1, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Burlington Northern Railroad Company, as Lessee.

Lease Supplement No. 1, dated as of November 22, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Burlington Northern Railroad Company, as Lessee.

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Security Agreement and Trust Indenture, dated as of November 1, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee.

Security Agreement and Trust Indenture Supplement No. 1, dated as of November 22, 1989, between First Security Bank of Utah, National Association, not in its individual capacity except as otherwise expressly provided therein but solely as trustee, as Owner Trustee and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee.

A filing fee of \$60.00 is enclosed. Please return one stamped original copy to the undersigned.

Very truly yours

THELEN, MARRIN, JOHNSON & BRIDGES



David P. Graybeal

Enclosures

SECURITY AGREEMENT AND TRUST INDENTURE
SUPPLEMENT NO. 1NOV 22 1989 -11 35 AM
INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT AND TRUST INDENTURE SUPPLEMENT NO. 1 (this "Indenture Supplement") dated November 22, 1989, between First Security Bank of Utah, National Association, a national banking association, not individually but solely as Owner Trustee (the "Owner Trustee") under each of BN Trust No. 89-1, BN Trust No. 89-2, BN Trust No. 89-3, BN Trust No. 89-4 and BN Trust No. 89-5 and Mercantile-Safe Deposit and Trust Company, a Maryland trust company not in its individual capacity but solely as indenture trustee (the "Indenture Trustee").

W I T N E S S E T H:

The Security Agreement and Trust Indenture dated as of November 1, 1989 (herein called the "Indenture") from the Owner Trustee to the Indenture Trustee, provides for the execution and delivery of an Indenture Supplement thereto substantially in the form hereof, which shall particularly describe the Equipment (such term and other defined terms in the Indenture being herein used with the same meanings) and shall specifically grant a security interest in such Equipment;

The Owner Trustee in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the equal and pro rata payment of both the principal of and interest and premium, if any, upon all Loan Certificates at any time outstanding under the Indenture according to their tenor and effect, and to secure the payment of all other Secured Indebtedness and the performance and observance of all the covenants and conditions contained in the Loan Certificates, the Indenture and the Participation Agreement, does hereby convey, warrant, mortgage, assign, pledge and grant unto the Indenture Trustee, its successors in trust and assigns, forever, for the ratable use and benefit of the holders of the Loan Certificates, a security interest in, all right, title and interest of the Owner Trustee in the Equipment (described in Schedule 1 attached hereto), as the same is now and will hereafter be constituted, whether now owned by the Owner Trustee or hereafter acquired, leased or to be leased under the Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to the Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment together with all the rents, issues, income, profits and avails thereof, subject, however, to the interest of the Lessee under the Lease.

TO HAVE AND TO HOLD the aforesaid property unto the Indenture Trustee, its successors and assigns forever, upon the terms and conditions set forth in the Indenture for the equal and proportionate benefit, security and protection of all present and future holders of the Loan Certificates.

This Indenture Supplement shall be construed in connection with and as part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Indenture Supplement may refer to the "Security Agreement and Trust Indenture dated as of November 1, 1989" or the "Indenture" without making specific reference to this Indenture Supplement, but nevertheless all such references shall be deemed to include this Indenture Supplement unless the context shall otherwise require.

Section 1.1. Counterparts. This Indenture Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Indenture Supplement.

Section 1.2. Governing Law. This Indenture Supplement shall be construed in accordance with any governed by the laws of the State of New York.

Section 1.3. Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Indenture Supplement nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be executed, and the Indenture Trustee in evidence of its acceptance of the trusts hereby created, has caused this Indenture Supplement to be executed on its behalf by one of its duly authorized officers.

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not individually but solely as Owner Trustee under each BN Trust No. 89-1, 2, 3, 4 and 5.

By Kelli Smith
Its: ASSISTANT TRUST OFFICER
AS OWNER TRUSTEE

(SEAL)

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, not in its individual capacity but solely as indenture trustee

Attest: _____
Name: _____
Title: Assistant Corporate
Trust Officer

By _____
Its: _____
AS INDENTURE TRUSTEE

This Indenture Supplement shall be construed in connection with and as part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Indenture Supplement may refer to the "Security Agreement and Trust Indenture dated as of November 1, 1989" or the "Indenture" without making specific reference to this Indenture Supplement, but nevertheless all such references shall be deemed to include this Indenture Supplement unless the context shall otherwise require.

Section 1.1. Counterparts. This Indenture Supplement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Indenture Supplement.

Section 1.2. Governing Law. This Indenture Supplement shall be construed in accordance with any governed by the laws of the State of New York.

Section 1.3. Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Indenture Supplement nor shall they affect its meaning, construction or effect.


IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be executed, and the Indenture Trustee in evidence of its acceptance of the trusts hereby created, has caused this Indenture Supplement to be executed on its behalf by one of its duly authorized officers.


FIRST SECURITY BANK OF UTAH, NATIONAL
ASSOCIATION, not individually but solely
as Owner Trustee under each BN Trust No.
89-1, 2, 3, 4 and 5.

By _____
Its: _____
AS OWNER TRUSTEE

(SEAL)

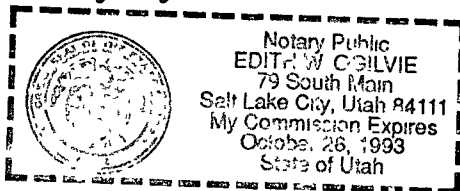
MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY, not in its individual capacity
but solely as indenture trustee

Attest: 
Name: J. A. Adams
Title: ~~Assistant~~ Corporate
Trust Officer

By 
Its: _____
VICE PRESIDENT
AS INDENTURE TRUSTEE

STATE OF Utah)
) SS
COUNTY OF Salt)

On this 17th day of November, 1989, before me personally appeared Kellie Schultz, to me personally known, who being by me duly sworn, says that he is a ~~ASSISTANT TRUST OFFICER~~ of First Security Bank of Utah, National Association, that said instrument was signed and sealed on November 17, 1989 on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



(SEAL)

Edith W. Ogilvie
Notary Public

My commission expires:

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 19____, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of Mercantile-Safe Deposit and Trust Company, that said instrument was signed and sealed on _____, 19__ on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires:

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 19____, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of First Security Bank of Utah, National Association, that said instrument was signed and sealed on _____, 19____ on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires:

STATE OF MARYLAND)
) SS
COUNTY OF BALTIMORE)

On this 16th day of November, 1989, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is a VICE PRESIDENT of Mercantile-Safe Deposit and Trust Company, that said instrument was signed and sealed on November 16, 1989 on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

Linda Lee Healy

(SEAL)

My commission expires: July 1, 1990

Schedule 1

	<u>Size and Type of Equipment</u>	<u>Number of Units</u>	<u>Reporting Marks</u>
<u>Group A Equipment</u>		None	
<u>Group B Equipment</u>			
	GP39M	19	BN 2810 thru BN 2825, both inclusive, and BN 2828, BN 2830 and BN 2831
	GP40M	11	BN 3509 thru BN 3516, both inclusive, and BN 3518 thru BN 3520, both inclusive.
<u>Group C Equipment</u>			
	New 100-Ton, 65 foot Gondola Cars	210	BN 580400 thru BN 580609, both inclusive.
<u>Group D Equipment</u>		None	